IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.799 OF 2003
IN
SUMMARY SUIT NO.659 OF 2003

Radha K. Shetty ....Plaintiff

V/s.

Ricky Velladares & Ors. ....Defendants

Ms.K.Y. Tawade for the Plaintiff.
None for Defendant Nos.1 and 2.
Mr.I.A. Nasikwala for Defendant No.3.

CORAM : S.J. VAZIFDAR, J.
DATED : 8TH JUNE, 2005.

P.C. :

1. The suit is filed to recover the amounts under the promissory note executed by Defendant No.1 who is a borrower and by Defendant Nos.2 and 3 as guarantors. The Promissory Note is dated 10th December,1998. There is an acknowledgment of liability to save the period oflimitation dated 8th August, 2001. The acknowledgment is however only by Defendant No.1. Thus as far as Defendant No.1 is concerned, there is no defence to the suit.

2. There is no reply to the advocate’s notice. There is no affidavit in reply by Defendant No.1.

3. In the circumstances, unconditional leave is granted to Defendant Nos.2 and 3 to defend the suit.

4. The suit is transferred to the list of commercial causes as against Defendant Nos.2 and 3.

5. The Defendant Nos.2 and 3 to file their written statement within four weeks from today.

6. Discovery and Inspection to be completed within six weeks thereafter.

7. In the circumstances, the Summons for Judgment is made absolute and the suit is decreed as against Defendant No.1 as prayed. However, the interest after the date of the suit shall only on the principal sum of Rs.3,50,000/-.